

APPEAL NO. 041692
FILED AUGUST 31, 2004

This appeal arises pursuant to the Texas Workers' Compensation Act, TEX. LAB. CODE ANN. § 401.001 *et seq.* (1989 Act). A contested case hearing was held on June 16, 2004. The hearing officer resolved the disputed issue by deciding that good and sufficient cause exists to relieve the respondent (claimant) from the effects of the Benefit Dispute Agreement (TWCC-24) signed on June 19, 2003. The appellant (carrier) appealed, arguing that the hearing officer abused his discretion in determining that there is good and sufficient cause to relieve the claimant of the effects of the TWCC-24. The appeal file does not contain a response from the claimant.

DECISION

Affirmed.

The evidence reflects that the parties signed a TWCC-24 in June of 2003, in which the parties agreed that the claimant had disability from January 17 through April 22, 2003; that the claimant reached maximum medical improvement on April 22, 2003, as certified by the designated doctor; and that the claimant's impairment rating is five percent as certified by the designated doctor. The claimant contends that he should be relieved of the effects of the TWCC-24. The hearing officer did not err in deciding that good and sufficient causes exists to relieve the claimant from the effects of the TWCC-24, signed on June 19, 2003.

Section 410.030(a) provides that an agreement signed in accordance with Section 410.029 is binding on the insurance carrier through the conclusion of all matters relating to the claim, unless the Texas Workers' Compensation Commission or a court, on a finding of fraud, newly discovered evidence, or other good and sufficient cause, relieves the insurance carrier of the effect of the agreement. Section 410.030(b) provides that the agreement is binding on the claimant, if represented by an attorney, to the same extent as on the insurance carrier. It was undisputed that the claimant was represented by an attorney at the time the TWCC-24 was signed.

The evidence reflects that the claimant underwent a lumbar discogram on September 23, 2003. The hearing officer specifically found that the September discogram revealed newly discovered evidence about the claimant's physical condition. Whether a good and sufficient cause exists is to be determined from the facts as they stand at the time the party seeks to set aside the agreement. Texas Workers' Compensation Commission Appeal No. 950625, decided June 5, 1995. We have also held that a finding regarding the existence of good cause is reviewed by the Appeals Panel under an abuse of discretion standard, that is, whether the hearing officer looked to appropriate guiding rules or principles. Texas Workers' Compensation Commission Appeal No. 951812, decided December 4, 1995; Morrow v. H.E.B., Inc., 714 S.W.2d 297 (Tex. 1986). We do not find the hearing officer's ruling to be an abuse of discretion,

nor can we say that the hearing officer acted without reference to guiding rules and principles.

We affirm the decision and order of the hearing officer.

The true corporate name of the insurance carrier is **CONTINENTAL CASUALTY COMPANY** and the name and address of its registered agent for service of process is

**CT CORPORATION SYSTEM
350 NORTH ST. PAUL STREET
DALLAS, TEXAS 75201.**

Margaret L. Turner
Appeals Judge

CONCUR:

Daniel R. Barry
Appeals Judge

Chris Cowan
Appeals Judge